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The Honorable Sarah L. Cave
United States Magistrate Judge
United States Courthouse
500 Pearl Street, Courtroom 18A
New York, New York 10007

Case No.: 1:22-cv-07089-JHR-SLC
Joint Report

Dear Magistrate Judge Cave:

In Colour Capital Position

The Court is in receipt of the parties' joint letter at ECF No. 111 (the "Letter"). Although it is difficult to discern from the Letter whether the parties agree as to the terms of a settlement agreement they each contend exists, it is clear that neither party seeks a conference regarding settlement at this time. If, by **Tuesday, September 17, 2024**, the parties do not file a stipulation of dismissal with prejudice for Judge Rearden's attention, then, on **Tuesday, September 24, 2024**, Defendant may file its motion for sanctions and to enforce the settlement agreement. (See ECF Nos. 104; 106; 108).

The Clerk of Court is respectfully directed to close ECF Nos. 107, 109, and 111.

SO ORDERED. 8/19/2024


SARAH L. CAVE
United States Magistrate Judge

There is no need for a conference. It is In Colour's position that the parties already agreed on the material terms of a settlement agreement and that In Colour could move to enforce the same. However, if the Seal Parties are able to come up with a payment amount of \$400,000 by no later than September 17, 2024 (and demonstrate that it is ready for disbursement to In Colour), then In Colour would agree to a simple exchange of general releases to effectuate such payment. Upon receipt, the parties would confirm same to the Court and a stipulation with prejudice could be so ordered. Failing same, In Colour reserves all of its rights, including under authority set forth in *Rahman v. Kaplan Cornelia Inc.*, 2014 WL 541851 (S.D.N.Y. Feb. 11, 2014) and the Second Circuit's *Winston v. Mediafare Corp.* decision.

The Seal Parties' Position

Concur with In Colour in that there is no need for a further conference. It is the Seals Parties position that the parties already agreed on the material terms of a settlement agreement and that the Seal Parties could move to enforce the same. Although it is for the court to determinatively affirm exactly what the terms of settlement were and to approve same prior to payment to In Colour.